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JUL 19 2012

Karen Barber
8409 Country Bend Circle West
Jacksonville, FL 32244 2012 JUL 23 AM 10:21

July 14, 2012

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United States District Court for the Southern District of California
940 Front Street, Courtroom 10
San Diego, CA 92101-8900

To Whom It May Concern:

Notice is hereby given that I would like to object to the Settlement Class of the *In Re: Groupon, Inc., Marketing and Sales Practices Litigation*, MDL No.2238 class action lawsuit. The following information is provided as required by the notice:


- (1) Full name, address, and telephone number: Karen Joyce Barber, 8409 Country Bend Circle West, Jacksonville, Florida 32244, 904-677-0810; I am NOT represented by counsel.
- (2) Email address used to register Groupon purchase: kb239bells@gmail.com
- (3) Objection to the Settlement: The specifics of my objection(s) are listed below.
- (4) The reason(s) supporting my position are given below.
- (5) Proof of purchase is attached
- (6) I do NOT intend to appear at the Final Approval Hearing.

Although I qualify to be a member of the Settlement Class, I do not agree with the basis of the suit. I understand the legal arguments regarding the various states' laws, but find them to be disingenuous. Those individuals that chose to participate in the Groupon scheme did so with the expectation of getting a 'better than average deal' with the express knowledge that there were contractual limitations in the agreement, e.g., expiration dates. It is highly likely that individual participants gave little, if any, thought to the legality of clearly listed expiration dates until said dates had passed and their Groupon became invalid for the deals listed. Furthermore, it is my understanding that Groupon holders may use Groupons for the full amount of the purchase price even though a Groupon may have expired; given this, it seems unreasonable to claim that the company's practices are unfair or deceptive as stated in the complaints.

As stated above, I would like to object to the Settlement Class of the *In Re: Groupon, Inc., Marketing and Sales Practices Litigation*, MDL No.2238 class action lawsuit. In addition, I would like to "give a release" to Groupon and all of its Merchant partners, including the Merchant Partners named as Defendants, as stated in the voucher settlement notice at <https://grouponvouchersettlement.com/#Q7> for claims or issues raised in this litigation. I further understand and agree to the provision regarding Groupon Voucher expiration dates in paragraph six of the *Who is in the Settlement* section of the notice even though I believe it was already part of any previous agreements I or anyone else purchasing a Groupon made with the company.

I object to any and all lawsuits that attempt to inoculate individuals from their personal responsibility to use reasonable care when making purchases or entering into agreements with other entities. There are instances where the consumer needs to be 'protected' from deceitful corporations, but the practices and/or procedures mentioned in this lawsuit do not, in my opinion, represent such.

Sincerely,

A handwritten signature in black ink, appearing to read 'KJ Barber', with a long horizontal flourish extending to the right.

Karen J. Barber

Groupon Number

#345-GF

GROUPON

Spa Medical Pedicure (a \$45 value)

Hands Feet & Beyond

The amount paid for this voucher (\$20) with Hands Feet & Beyond NEVER EXPIRES.
The promotional value expires September 26, 2012.



The Fine Print

Limit 1 per person, may buy 3 additional as gifts. Limit 1 per visit. Valid only for option purchased. Must use promotional value in 1 visit. Services are non-transferable.

Redeem at

Jacksonville
9700 Philips Hwy.
Suite 107
Jacksonville FL 32256

904-469-2432

How to Use This

1. Pull up Groupon with our mobile app (or print it out).
2. Appointment required, call (904) 469-2432 and mention your Groupon.
3. Present Groupon at appointment.
4. Enjoy!

*Remember: Groupon customers tip on the full amount of the pre-discounted service (and tip generously). That's why we are the coolest customers out there.

Rules

These are the restrictions that apply to every Groupon voucher (unless the Fine Print specifies an exception)

Value of the Groupon Voucher

This voucher has two separate values: (a) the amount paid; and (b) the promotional value. The amount paid will never expire and may be applied toward any goods or services offered by the merchant if the promotion is no longer available. The promotional value is the additional value beyond the amount paid, and it will expire on the expiration date above (unless prohibited by law).

Redemption and Refund

Redeemable only at Hands Feet & Beyond for the goods or services listed above. If the merchant refuses to honor this voucher because the promotional value has expired or for any other reason, Groupon will refund the amount paid. Period.

Not redeemable for cash (unless required by law). Doesn't cover tax or gratuity. Promotional value can't be combined with other offers. Not reloadable. Unauthorized reproduction, resale, modification, or trade prohibited. Hands Feet & Beyond is the issuer of this voucher. Purchase, use, or acceptance of this voucher constitutes acceptance of these terms. This voucher is transferable. For more information, visit <https://www.groupon.com/terms>.